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9 Authority of the County of Contra Costa,
10 Elizabeth Campbell and Terri Lockett

11 UNITED STATES DISTRICT COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA
14

15 FAYE RIVERS,

Case No.: C05-04291 PJH

16 Plaintiff,
17 v.

18 **STIPULATION AND ORDER**
19 **DISMISSING ACTION, WITH**
20 **PREJUDICE**

21 HOUSING AUTHORITY OF THE
22 COUNTY OF CONTRA COSTA, et al.,

23 Defendants.
24

25 It is hereby stipulated and agreed that the above-captioned matter may be dismissed, with
26 prejudice, owing to an agreement to settle. Each party shall bear his/her/its own costs and
attorneys fees incurred in connection with this litigation.

DATED: August 17, 2006

BAY AREA LEGAL AID

By



DAVID LEVIN, ESQ.
Attorney for Plaintiff

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1 DATED: August 21, 2006

EDRINGTON, SCHIRMER & MURPHY

2
3 By

TIMOTHY P. MURPHY, ESQ.

Attorneys for Defendants

Housing Authority of the County of Contra Costa,
Elizabeth Campbell and Terri Lockett

6
7 **ORDER**

8 Pursuant to the above stipulation, and good cause appearing therefor, it is hereby ordered
9 that the above-captioned litigation shall be, and is hereby dismissed, with prejudice. Each party
10 shall bear his own costs and attorneys fees incurred in connection with this litigation. IT IS SO
11 ORDERED.

12
13 Dated: August 23, 2006



SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

KNOW ALL PEOPLE BY THESE PRESENTS:

That the undersigned, for the consideration itemized below, and no other, to the undersigned, in hand paid, receipt whereof is hereby acknowledged, do hereby and for my heirs, executors, administrators, successors and assigns, release, acquit and forever discharge the HOUSING AUTHORITY OF THE CONTRA COSTA COUNTY, ELIZABETH CAMPBELL, TERRI LOCKETT, and each of them, and their employees, officers, directors, board members, agents, servants, successors, heirs, executors, administrators, insurers, attorneys and all other persons, firms, corporations, associations or partnerships related to the HOUSING AUTHORITY OF THE CONTRA COSTA COUNTY, ELIZABETH CAMPBELL, TERRI LOCKETT, and each of them, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, economic damage and the consequences thereof resulting or to result from the incidents or events which occurred in or about June 2005 and thereafter, relating to or concerning Section 8 subsidies or the termination thereof, more

particularly described in that certain Complaint numbered CV05-04291 PJH, filed in the United States District Court, Northern District of California.

Consideration for this settlement and release is as follows:

1. Plaintiff, FAYE RIVERS, shall be entitled to submit a new application for Section 8 benefits without first being placed on a waiting list;
2. Plaintiff, FAYE RIVERS, shall make her present residential rental unit available for inspection as part of the processing of her Section 8 application;
3. Upon the occurrence of plaintiff's rental unit passing inspection and approval of her Section 8 application, plaintiff shall be entitled to reinstatement of her Section 8 housing subsidy;
4. Plaintiff expressly waives any and all claims for damages through and including the date of reinstatement of Section 8 subsidy; and
5. Plaintiff expressly waives any and all claims for attorneys' fees and costs.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the

payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasee denies liability therefor, and intend merely to avoid litigation and buy his peace.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

1542. General Release - Claims Extinguished.

A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.

The undersigned hereby declares and represents that the injuries and/or damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite. In making this Release, it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and that this release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned has been fully advised by her counsel as to these presents, and each provision hereof, and hereby

authorizes and directs counsel to execute a Stipulation for Dismissal, with prejudice, of her Complaint in that certain action now pending in the United States District Court, Northern District of California, described above.

The undersigned warrants that there are no liens, claims or causes of action against the claims that were presented or that could have been pursued in her Complaint, referenced hereinabove. However, if any such liens, claims or causes of action exist, the undersigned agrees to pay them or make some other disposition which will not prejudice the rights of the parties being released hereunder. Accordingly, the undersigned hereby indemnifies and holds harmless the party herein released from any such liens, claims or causes of action from any person and agrees to defend the party herein released from any such claims whether groundless or not.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Settlement and Release Agreement, the

prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which the party may be entitled, including costs.

The undersigned has read the foregoing Release and fully understands it. My attorneys have read and explained the terms of this Release to me. I have had an opportunity to ask my attorneys about this Release, and any questions were answered to my satisfaction. I fully understand the terms of this Release and agree with its contents.

IN WITNESS WHEREOF, the undersigned hereto sets her hand this 25 day of July, 2006.

Faye Rivers
FAYE RIVERS

Release-revised.doc